UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO, CALIFORNIA

ADVANCED ARCHITECTURAL METALS, INC.

and

Cases 28–CA–20502
28–CA–20572

CARPENTERS LOCAL 1780, affiliated with SOUTHWEST REGIONAL COUNCIL OF CARPENTERS, UNITED BROTHERHOOD OF CARPENTERS & JOINERS OF AMERICA

Joel Schochet, Las Vegas, Nev., for the General Counsel.
Kathleen M. Jorgenson and *Daniel M. Shanley*, of *DeCarlo and O'Connor*, Los Angeles, Calif., for the Charging Party.
No appearance for Respondent

DECISION

Statement of the Case

JAMES M. KENNEDY, Administrative Law Judge: This hearing, properly noticed, was tried in Las Vegas, Nevada on March 22, 2006. It is based upon a consolidated complaint issued by the Regional Director for Region 28 of the National Labor Relations Board on January 27, 2006. The complaint is based upon unfair labor practice charges filed by Carpenters Local 1780, affiliated with Southwest Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America, on October 11 and December 22, 2005, respectively. The complaint asserts that Respondent has violated §8(a)(1) and §8(a)(5) of the National Labor Relations Act.

Preliminary Issue

Respondent is not represented by counsel in this matter. On March 6, 2006, Respondent's corporate president, Joseph Irish, filed a five-page document which satisfied, at least in part, Board rule 102.20 which regulates the contents of a party's answer. The document, untitled, does reference the case numbers. It also contains a great deal of extraneous material, some which was stricken by motion at the hearing as either irrelevant or scurrilous. Nevertheless, on page 2 it denied specific paragraphs of the complaint in an itemized and satisfactory manner. In addition, it deliberately declined to answer the remaining allegations of the complaint. At the hearing, I deemed those paragraphs to be admitted pursuant to Board rule 102.20. That rule, in pertinent part, states: "All allegations in the complaint, if no answer is filed, or any allegation in the complaint not specifically denied or explained in an answer filed, unless the respondent shall state in the answer that he is without knowledge, shall be deemed to be admitted to be true and shall be so found by the Board, unless good cause to the contrary is shown." Furthermore, the rule is explained in the statement of standard procedures before the Board which was attached to the complaint when

issued. Anyone reading that statement would know the consequences of declining to provide an answer to a specific paragraph of the complaint. I conclude that the person who filed the answer was aware of the rule and knowingly chose to admit those paragraphs by non-response since they were true and should be admitted.

Among those paragraphs deemed admitted was paragraph 4 which alleged that Lori Irish was Respondent's manager. In early March, the Judges Division arranged for a conference telephone call to resolve any preliminary matters which were necessary. I conducted that telephone conference on March 9. Lori Irish participated.

Among other things, Ms. Irish sought a continuance of the hearing. She also advised that she no longer worked for Respondent, that Respondent had had an attorney whom Respondent had dismissed, but did not provide his name. She gave no further details about that circumstance. She also advised that she was only acting on behalf of her brother Joseph, the corporate president who had signed the answer, and that she possessed only limited authority since she had quit. I advised that, under the rules (see generally, Board rule 102.16), I could not grant a continuance and that a proper motion needed to be filed. I suggested that Respondent would be well advised to promptly retain an attorney. Since she no longer worked for Respondent and had no authority to act on its behalf, I told her I could not continue with the telephone conference. She replied that she would obtain an attorney who would file a proper motion.

On March 15 the Judges Division received a faxed letter dated March 13 (but with a fax date stamp of March 15) purportedly written by Lori Irish, although unsigned. Furthermore, the letter was on plain paper, neither Ms. Irish's personal stationery nor letterhead from Respondent. In the body the writer confirms, "I have quit AAM" and says "My brother lives in Maine and my quiting (sic) has left him in a real bind." Based upon the cc: line, copies of the letter appear to have been sent to the Regional Council of Carpenters, its attorney Daniel Shanley and the Regional Director. [1] Among other things, the letter sought a 3-month continuance so that Respondent could obtain an attorney.

The same day, March 15, again by plain paper stationery, Lori Irish faxed the associate chief judge a letter observing that Respondent had been unable to secure an attorney, simultaneously asserting that its previous attorney had been dismissed for not doing his job. While not in haec verba requesting a continuance, such a request may reasonably be inferred, particularly when read in conjunction with the other letter that day.

On March 16, the acting associate chief judge, after reviewing the General Counsel's and Charging Party's oppositions, denied the postponement request. The order noted that Respondent had claimed it had employed an attorney from January 20 until March 31 and terminated him. It concluded: "Even assuming that the representations made on behalf of Respondent concerning the prior employment of counsel are true, I find that the request fails to set forth good cause for postponing the scheduled hearing. In my judgment, ample time

[1] Board rule 102.24, concerning motions, requires that they be served on each party to the action and they are to be accompanied by an "affidavit of service." Lori Irish never utilized an affidavit of service when filing her requests. Listing a person on a cc: line hardly qualifies as an affidavit of service, for it is neither sworn nor under penalty of perjury. Nevertheless, it appears that Ms. Irish actually did provide copies to all parties. Her practice generated a notice from the acting associate chief judge, served by fax on March 16, that the rule would be enforced. Certainly Dr. Clark's subsequent medical excuse note of March 21, infra, did not meet the rule's affidavit requirement. Even so, the associate chief judge ruled on the excuse's merits, not on its procedural defect.

remained after March 3 to secure another counsel and to prepare for the hearing. However, the request filed on behalf of Respondent gives no indication that any steps have been taken thus far to employ another counsel. For this reason, Respondent cannot be heard to claim a lack of due process where its own dereliction lies at the heart of the problem."

The order prompted another plain paper stationery reply from Lori Irish on March 16, again by fax. Once more writing a letter to the associate chief judge, and continuing to fail to show copies had been sent to the opposing parties, for the third time she sought an extension. She stated: "We will not be at the trial because we have filed a lawsuit against the Nevada State Contractors Board and have just learned it is scheduled for March 22, 2006. This is an urgent matter that involved (sic) Advanced Architectural Metals financial well-being and we must attend this hearing." This amounted to an announcement that there was a direct scheduling conflict between the hearing in this case and a hearing in state court.

Upon receiving this letter, as well as a joint motion filed by the General Counsel and Charging Party to delay the hearing by a few hours, the acting associate chief judge, having determined that the state court action was scheduled for the morning session on March 22, ordered the unfair labor practice proceeding to be continued from its scheduled 9 a.m. start time on March 22 to 2 p.m., to avoid the conflict.

On a March 21 at 4:25 p.m., a clinic director, psychiatrist Corydon G. Clark, faxed a letter to Associate Chief Judge Mary Cracraft. Dr. Clark asserted that Ms. Irish suffers from Asperger's Disorder (a form of autism) and was suffering from "massive distress imposed by there being two court appearances scheduled on the same day, March 22, 2006." He also referenced a "mix-up" in her medication. He then stated, "In my opinion, Ms. Irish is far too emotionally unstable to appear in any adversarial procedure at this time, especially without representation by counsel, as is the case in the NLRB hearing scheduled for 3/22/06 at 2 PM." The doctor, who acknowledged he was not Ms. Irish's treating physician, asserted that it would "likely take at least 90 days for her to achieve a reasonable stress/symptom relief." Since the doctor could have learned of the hearing from no source other than Ms. Irish, his letter is an acknowledgement that Irish, at least, knew the hearing had been rescheduled to 2 p.m.

Dr. Clark did fax copies of his letter to the other parties in this matter; they promptly opposed any further delay. On the morning of March 22, Associate Chief Judge Cracraft treated the doctor's note as another request for postponement. Among other things, she observed that the state court matter, a proceeding for a temporary restraining order against a Nevada state agency, had been initiated by Respondent itself, and that she had been informed that Respondent was represented by counsel in that matter. She further noted that Dr. Clark was not Ms. Irish's treating physician, but was the director of the clinic and that this was the third (actually the fourth) attempt to postpone the proceeding. Judge Cracraft was unable to find good cause for postponement. She did offer Respondent the opportunity to renew the request before me as the trial judge. At the hearing, which began at 2 p.m. as scheduled, no one appeared on behalf of Respondent. As a result, Judge Cracraft's offer was not taken. After a reasonable wait, I proceeded with the hearing.

At the outset, I inquired if any of the attorneys had attended the state court proceeding. The two attorneys representing the Charging Party reported that they had been present during the state court's business that morning. After waiting, they learned late in the morning that Respondent had removed its hearing from the court's calendar. Apparently, Respondent had eliminated one of the two conflicting cases of its own accord. [2]

[2] Employee witness Joe King was asked if Lori Irish was at the shop on the morning of the hearing. He replied that she was. See his testimony, infra.

Aside from the multiple and shifting, even suspicious, efforts to obtain a postponement by Lori Irish and the doctor, I believe it is appropriate to observe that at no time has anyone who filed any document actually been authorized to speak on behalf of Respondent. The only official document signed by an officer of Respondent Corporation is the answer signed by Joseph Irish. Almost all of the correspondence following the filing of that document has been by Lori Irish, whose only relationship to this proceeding is that she is named in the complaint as a manager for the purpose of determining her status as a supervisor and agent within the meaning of §2(11) and (13) of the Act. There is no documentation whatsoever demonstrating that Lori Irish possesses any authority to act for Respondent here. It appears all of the pre-hearing efforts at obtaining a continuance have been unauthorized. Indeed, judging from Ms. Irish's statements that she no longer works for Respondent, as well as her careful non-use of Respondent's letterhead, she well knew that whatever she was doing, it was ultra vires. Certainly, the doctor's excuse was insufficient, coming at the last moment from a non-treating physician unsupported by a proper motion.

Insofar as I can determine, the only operative document filed by Respondent was the answer to the complaint, GCExh. 1(o). Everything else must be disregarded.

Accordingly, because a sufficient answer was on file, I directed counsel for the General Counsel to present evidence of the alleged violations. He did so. Since Respondent declined to attend, the proffered evidence stands undenied.

Issues Raised by the Complaint

The complaint alleges that in July, August and September 2005, Respondent, acting through Lori Irish, coercively interrogated employees and threatened to close Respondent's fabrication shop if the employees didn't speak to the Union in support of Respondent's demand that the Union take steps to organize a supposed competitor. It further alleges that on December 16, 2005, Respondent failed to meet the collective bargaining obligation by refusing to bargain over the effects of an announced sale (or perhaps partial sale) of the business. This failure is alleged to have taken several forms: refusing to provide the Union with information regarding the transaction, such as providing the name and contact information of the purchaser, failing to provide a copy of the sales agreement; refusing to meet with a designated union official; refusing to provide knowledgeable persons to meet with the Union's representatives; and refusing to give any authority to enter into a binding agreement to the persons it did designate.

The parties were given full opportunity to participate, to introduce relevant evidence, to examine and cross-examine witnesses, to orally argue and to file briefs. The General Counsel, and the Charging Party have filed briefs which have been carefully considered. [3] Respondent has chosen not to participate despite the opportunity provided. Based upon the entire record of the case, as well as my observation of the witnesses and their demeanor, I make the following:

[3] In his brief, counsel for the General Counsel has moved, by footnote, to withdraw the allegation of complaint paragraph 6(b) as not supported by testimony. That allegation asserted only that the Union had been the exclusive collective bargaining representative since 1997 and that the most recent collective bargaining contracts run from March 1, 2004 to June 30, 2007. The motion is denied as the record as a whole, including a previous Board order and a union official's testimony, all set forth infra, provide sufficient basis to warrant finding the allegation sufficiently true for the purpose of deciding this case.

Findings of Fact

I. Jurisdiction

Respondent failed to answer the jurisdictional allegation of the complaint set forth in paragraph 2, and I have deemed it to be admitted. Accordingly, I find that Respondent is a Nevada corporation with an office and place of business in Las Vegas where it manufactures and assembles ornamental metal construction materials. One witness described the work as "handrails, [. . .] pool rails and gates, and decorative things for the casinos." Furthermore, I find that in the course of its business during the 12-month period ending October 11, 2005, it purchased and received at its Las Vegas shop goods from outside Nevada valued in excess of $50,000. These facts are sufficient to meet the Board's non-retail standard for the assertion of jurisdiction. In addition, I take note that the Board has previously asserted jurisdiction over this employer. See *Advanced Architectural Metals*, Cases 28-CA-17734 and 17948 [JD(SF)-96-02], where the Board on January 29, 2003 adopted an administrative law judge's jurisdictional findings in the absence of exceptions. Accordingly, I find that Respondent is an employer engaged in commerce and in an industry affecting commerce within the meaning of §2(2), (6) and (7) of the Act.

Furthermore, Respondent has chosen not to deny that the Union is a labor organization within the meaning of §2(5) of the Act. I therefore find that it is such a labor organization.

II. The Alleged Unfair Labor Practices

Background

Respondent's relationship with the Union began in 1997 when the corporation first signed a collective bargaining contract. Initially, it became signatory to the Union's master labor agreement covering construction work. Shortly thereafter, it signed a shop addendum. At that time, an individual named Jerry Wallace primarily owned the business. The earlier Board decision observes that a collective bargaining agreement was in effect from 2000 to 2002. That decision also found that the corporation, sometime in 2000, was purchased by an entity known as the Lortex Trust, and that Lori Irish was the sole trustee. In this proceeding, there is no mention of the Lortex Trust and it is unclear what role, if any, it has here.

In any event, successor and current collective bargaining contracts were signed in 2004. The field agreement runs from July 2004 to June 2007 while the shop agreement runs from March 2004 to June 2007. At the time of the hearing there were approximately 35 employees covered by both the shop and field contracts.

The Local Union's business agent having responsibility for Respondent is Carlos Leyva. Juan Gasca is a rank and file employee who serves as the Union's steward. James Sala is a senior representative of the Southwest Council of Carpenters, the umbrella group to which the Local is subordinate. Leyva handles, or attempts to handle, daily matters. Sala deals with larger issues, such as bargaining. It appears from the testimony that Lori Irish, as the company manager, has personal concerns with Leyva and will not deal with him. In the course of the 2004 negotiations, Respondent agreed to designate a foreman or labor relations person to deal with the Union so she would not have to talk to Leyva. After he arrived in May 2005, Richard Wright, now Respondent's project (field) manager, became the individual to handle the company's union affairs. Wright has also been a foreman and, for the purpose of maintaining Respondent's contractor's license, was designated as a corporate vice-president so he could be the administrator of the license. Both he and Joseph Irish signed the 2005 license renewal application. As of February 2006, Wright was no longer a vice-president.

The Section §8(a)(1) Allegations

The complaint asserts that in August 2005, Respondent, through Lori Irish, began threatening employees with plant closure if they did not go to the Union and demand that it organize a competitor. Connected to that is a separate allegation that Irish coercively interrogated them to determine if they had complied with her demand.

It appears that much of this arose out of the departure of two of Respondent's employees sometime in 2004, Joe Smith and Tim Burke. These two individuals opened a small metal fabrication shop called Absolute Metals. According to witnesses Joe King and Allan Garner, Lori Irish began focusing on Absolute Metal's non-union status from its inception. King is a former foreman and 'qualified employee' [4] who was demoted to polisher shortly before the hearing and Garner is a former employee who served as welder, fabricator and resident artist. King has worked for Respondent since December 2003. Garner was hired in September 2000 and left in September 2005. Both men's employment status changed after run-ins with Lori Irish. Ms. Irish has also complained about the non-union status of an employer located next door, Universal Brass.

King testified about Lori Irish's demands upon the employees:

[Witness KING] It's Joe Smith and Tim Burke and they -- they started their own company and they were non-union and they were trying to get established so they could become union and it was [. . .] [S]he even had me go follow them to find out if they were going to jobsites to see what jobsites they were going to. (Edited for clarity.)

Q Well, did she ever discuss them with any other employees?

A I don't know that. She mentions them a lot.

* * *

Q BY MR. SCHOCHET: Did you ever hear Ms. Irish speak to another employee with regard to having that employee contact the union about this supposed problem?

A Oh, yes. She gave every one of us the telephone number of the union to make sure we had it and asked us to call our union steward and tell him that they are doing jobs without being in the union so that -- and for them to go down there and get them off the jobs.

Q Did she ever do more than ask an employee to call the union?

A You mean scream it to people?

Q That would be -- that would be more than just ask.

A Yes.

Q And when was the first time you heard that?

A This started way back in, probably, 2004, right after Tim and Joe started their business. She started that right -- right out the gate.

Q Do you remember the employees whom Lori Irish yelled at to call the union?

A Yeah. There was Allan Garner.

Q Let's talk about Allan Garner for a moment.

A Sure.

Q Do you remember any specific time when Ms. Irish directed Mr. Garner to call the union?

A Again, I'm sorry, I don't remember dates, but I do remember her yelling at him and she

[4] A 'qualified employee' under state law is the individual who actually holds the contractor's license in the event the company owner does not.

yelled at Juan Gasca to also do that and, in fact, she brought him to her office and gave him the telephone numbers for him to pass out to everybody.

Q When Ms. Irish yelled at Allan Garner, do you recall whether she attached anything to the direction to call the union?

A Foul languages, yeah.

Q And do you remember her entire statement?

A No. Because she screams so loud all the time that, you know, it was a four letter word that's always in every -- every word she says.

He clarified matters a little more for the Charging Party:

Q BY MS. JORGENSON: Okay. Thank you. Now you also testified about hearing Lori Irish yell at Allan Garner, telling him to call a union. Do you recall that?

A Yes.

Q Now you said you don't recall the exact date. Did you ever hear that in 2005, for instance?

A Oh, yes.

Q Did you --

A I can say that's yes because I know it happened in 2005, it happened in 2004. She's been yelling about this union -- she don't like the Carpenters Union.

Q How about in 2006? Have you heard her say that?

A Yes.

Q Okay. And have you ever heard her threaten to close the company?

A Today.

Q How about before today?

A Before today, too.

Q Does she ever -- have you ever heard her connect that threat to close the company with taking any action on the employees' part?

A Yes.

Q And what --

A Just today she said she was going to close the shop, she was going to shut the doors, and have the stuff manufactured somewhere else and have our guys that's doing the field work do the installing.

Q Well, other than --

A -- and everybody else would be fired.

JUDGE KENNEDY: If what?

THE WITNESS: If -- because she doesn't want this to go through. She doesn't want us to go through with this union.

JUDGE KENNEDY: Well, I, sir --

THE WITNESS: Okay. Sorry.

JUDGE KENNEDY: -- counsel had asked you to connect the two with in your words. Well, really, I guess she's trying to ask you to remember what it is that Ms. Irish actually said, the actual sentence she said. Do you remember that?

Q BY MS. JORGENSON: And, to clarify, I'm not talking about today --

A Uh huh. Yeah.

Q -- but prior.

A Okay. Yeah. Prior, yeah. Well, it was all -- she said it so many times it's like --

Q Well, let me rephrase my question this way if I may.

A Okay. Go ahead.

Q Did you ever hear her -- was there ever an or if? Do this or I'll --

JUDGE KENNEDY: Do this or something else will happen?

A Oh, yeah.

Q -- close the company.

A Like an ultimatum?

JUDGE KENNEDY: Yes.

Q BY MS. JORGENSON: Yes.

A Yes.

Q Okay. And what was the ultimatum?

A The ultimatum was, if we continue going the way we are with our union not doing anything for us -- for her -- but for us, she says for us -- that she's just going to just -- she's just going to shut the doors and everybody will be looking for a job.

Q And, just so the four letter word that you keep referring to, what is the first letter of that four letter word?

A F.

When the General Counsel asked Garner what had happened, Garner, who now works for Absolute Metals, testified:

Q [By MR. SCHOCHET] During the time that you worked at Architectural Metal, did Lori Irish come out on the floor?

A Yes. I noticed her coming around June, 2005.

Q And what was she doing when she was coming out in June, 2005?

A She was talking to employees.

Q Did she talk to you?

A Yes.

Q What did she say to you that you recall in June of 2005?

A She wanted me to call up the union and complain about X worker that used to work for her. He's opened his own company. She wanted me to call up the union to have them harass him to become a Carpenter[’s union] shop.

Q And who was this former employee?

A Joe Smith.

Q The Joe Smith for whom you're working now?

A Yeah.

Q What did you say to Ms. Irish when she asked you that?

A I told her that I didn't think we had any problem with that company, that all we needed was sales staff to sell the company.

Q Why did you believe that?

A Because I didn't see anybody selling the company.

Q During the summer of 2005, were any salesmen employed by the company?

A One. One person.

Q And who was that?

A John Bentley.
Q When Ms. Irish spoke to you in June, 2005 about contacting the union, was it phrased as a request?
A Yes. She asked me to call up the union and complain[ ] about Joe Smith's company not being a union shop.
Q Did there come a time later on when she spoke to you about the same subject? And I'll just leave it like that.
A Yeah. Yeah. She approached me several times in June and July and told me that, if I don't call up the union -- well, can I say -- be blunt?
Q Sure.
A She told me, if I don't call the fucking union, that she'd close the place.
Q And when did she make that comment for the first time?
A It was the end of July, beginning of August, 2005.
Q Okay. So she made it more than once?
A Yes.
Q And how did you respond to her at that time?
A I just said the same thing after every time she approached me and said that, that she needed sales staff to go out and sell the company.
Q Okay. Did she continue to say this to you throughout August?
A Yes.
Q And did she say it in September?
A Yes. She said it in -- well, the beginning of September she came around with a note pad and just wrote on the note pad with a number on it and just told me to call this union representative to complain about Joe Smith, and, at the end of September --
Q Wait. Stop right there.
A Sorry.
Q The union representative. What name did she give you?
A I'm sorry. I can't remember the name.
Q Then you probably don't remember the number.
A No. Sorry.
Q Okay. Did you do that?
A No. I told her I would, but I didn't.
Q And what happened at the end of September?
A At the end of September, she came up to me and told me, if I don't do anything -- if I don't contact the fucking union and complain about Joe Smith, I'll close the place and sell everything in it.
Q And what did you say at that time?
A I said the same thing I always said, [that] you need sales staff.
Q Did you have any further conversation with her after that?
A On the 30th of September she approached me with two foremen.
Q Let me stop you for a moment. When -- you said that she first started saying -- making the threats to you in late July. Now in late September, do you remember which day it was when she made the comment to you?
A The 29th of September.

Q And where were you when she made the comment to you?
A At my table.
Q Where were you in July and August when she made the comments to you?
A At my table.
Q Okay. Now you were saying she approached you with two foremen on September 30th?
A Yes.
Q Where were you when she approached you?
A I was at my table.
Q And who were the two foremen?
A Joe King and Big Dave.
Q Do you know Big Dave's last name?
A No. [5]
Q Okay. And what did she say when she came up to you?
A She started screaming at me and telling me that I wasn't a team player and that I wasn't to go out drinking with Joe Smith. I told her that I hadn't seen Joe Smith in over a year and the only time I'd seen Joe Smith was at a funeral to a coworker on September 5th.
Q And what did she say to that?
A She kept screaming at me that I wasn't a team player, and I asked her, I said why, where was it I wasn't a team player? I'd done everything I could for this company, and she said then that, if you don't like what's going on, then you should leave.
Q This was on September 30th?
A Yes, sir.
Q When was the last day of work at Advanced Architectural?
A September 30th.
Q Did you quit or were you discharged?
A I quit.
Q And why did you quit?
A I felt humiliated.

Section 8(a)(1) Analysis

Section 8(a)(1) states "It shall be an unfair labor practice for an employer to—interfere with, restrain or coerce employees in the exercise of the rights guaranteed in section 7." Section 7, in turn, states: "Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and *shall also have the right to refrain from any or all such activities* except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in section 8(a)(3)."

I have italicized the pertinent portion of §7 in order to highlight the issue presented here. The most common violations of §7 involve an employer using coercion to deter employees from activity protected by it – usually in the form of demanding that an employee abandon union representation. The evidence here shows that coercion was used to force employees to

[5] Elsewhere, the transcript reveals 'Big Dave' is Dave Gillian, another shop foreman.

engage in a union activity they did not approve. Both King and Garner describe Lori Irish as telling employees to contact their Union and demand that it take steps against nonunion employers and their employees, and if Respondent's union-represented employees did not do so, she threatened them with plant closure. She made repeated statements of this nature beginning in 2004 continuing to September 2005 and even more recently. Indeed, her manner was so severe that she punctuated it with anger and profanity. She invariably followed the demand by questioning the employee to determine if he had followed her instructions. Her behavior here easily qualifies as straightforward bullying. In this circumstance the entire scenario violated §8(a)(1) for not only was the demand itself coercive, so were the threats to close and the follow-on questioning.

Section 8(a)(5) Allegations

In addition to demanding that employees take Respondent's complaint about non-union competitors to the Union, there is reason to think that Lori Irish had sought to deal directly with the Union on this issue. She had come to believe that the Union would not pay attention to Respondent's perceived needs. No doubt the Union perceived her approach as unwarranted carping.

On December 2, 2005, Lori Irish faxed the following handwritten message to a union official named Marc Furman:

> "AAM has previously notified you that it is getting out of manufacturing. We have called the NLRB about notification requirements. My understanding is new owners (they might just liquidate equipment if they manufacture and are obligated to neg. with you but do not assume the union contract. You have succeeded in running AAM out of manufacturing (provable massive loses [sic]). AAM will attempt to recover loses (sic) [illegible] in court.

The message, bordering on the incoherent, triggered a response from union senior representative James Sala. On December 6, 2005, he wrote Irish, by certified mail, demanding the following information: 1. a copy of the purchase and sale agreement which Respondent presumably had with the buyer; 2. the name of the new owner and his address and telephone number (including background information about him); and the names of any other principals who may be involved.

In addition, Sala requested to meet and bargain over the effects of the sale.

On December 9, in an apparent reference to a different letter Ms. Irish had written on December 7 (not in evidence), Sala suggested the morning of December 15 or 16 to meet to bargain over the effects of the sale. In that letter, he reminded her that, at her own request, she was not supposed to communicate directly with employees. He also reminded her that any concerns or issues she had about the Union's practices needed to be in writing because of her (perceived by the Union) history of lying and distorting conversations which misrepresented what the Union had actually said. He also said the Union was tired of being subjected to her 'vulgar rantings and threats.' He concluded that whenever the Company had submitted valid issues in writing they had been addressed.

In a faxed letter to Sala misdated December 6, 2005 (but fax time-stamped December 12), and clearly in response to Sala's letter of December 9, Lori Irish asserted his statement that the Union had responded to the Company's needs was "a bold-face lie." She also said she would not meet with two union representatives (one of whom was Leyva) because

one had assaulted her and the other had called her a vile name. [6] At the same time, she offered to meet with Sala the next day at 8 a.m. She concluded saying, ". . . I find it fascinating that after nine months of doing nothing but harassing and forcing AAM out of business by turning a blind eye to non-union companies completing union work, you have found time in your busy schedule to meet with me now that it suits your needs. . . ."

Also on December 12, Lori Irish faxed another letter on company letterhead. She offered to meet at 8 a.m. December 13, 14, 15 or 16. She followed that with "The only question I have is who made you God to determine we will *only* be discussing effects bargaining? There are other unresolved issues of union work going to non-union companies and the continuous harassment of AAM that [it] would also like to discuss." She also said that AAM had filed a 'grievance' with the NLRB about the Union's refusal to bargain for the past 6 months.

Sala replied that day by FAX accepting the offered meeting of December 16 at 8 a.m. He also advised that business agent Leyva would attend because Leyva possessed critical knowledge Sala would need during the discussion. On December 13, Lori Irish faxed a message that she would not be in the meeting if Leyva attended. She said he was not allowed in Respondent's offices because he had called her a vile name.

Sala arrived at Respondent's parking lot a little before 8 a.m. on December 16. Leyva had preceded him and the two entered the front door where they were greeted by a receptionist.

Sala describes what happened: ". . . [W]ithin seconds, Ms. Irish came out and started screaming that we were not allowed to be in there and that we had to leave and that Carlos was not allowed to be in the facility while she was there and just screaming, literally almost at the top of her lungs, and so I looked at Carlos and I said, you know, we're just going to -- we'll go out into the parking lot and so we left and went out into the parking lot and she indicated that she would be leaving and that we couldn't come in until she left." They retreated to the parking lot and waited for a few minutes. After a short wait they saw Lori Irish leave the building. Both Sala and Leyva returned, wondering why the person with whom they had an appointment had suddenly left.

Their question was answered when they were met by Richard Wright (then still nominally a company vice-president), a man named Jim Maher and office manager, Bobbi Davis. They knew Wright who was the designated grievance handler, and were somewhat acquainted with Davis. Maher was unknown to them.

Sala again:

> When we met with those three individuals after Ms. Irish had left the facility, we went into an office right there off of the lobby and sat down and I asked them if they understood why I was here and what we were meeting about, and they indicated that they did not know and that only five minutes prior to this meeting, which I am assuming is when me and Mr. Leyva were out in the parking lot, that she told them that we were having a meeting and that we were there to talk about the sale of the company. They indicated that up until that point they didn't know anything about it. And so then I had indicated to them and told them that

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[6] Attorney-author Richard Dooling asserts that the name she referenced is more offensive than the "F" word. *Blue Streak: Swearing, Free Speech and Sexual Harassment*, p. 18 (Random House, 1996). The book is cited for that proposition by law professor Christopher Fairman in Ohio State Public Law Working Paper No. 59 (March 2006) p. 1. Abstract with link available at http://papers.ssrn.com/sol3/papers.cfm?abstract_id=896790. (Website last visited May 1, 2006.)

There is, of course, no substantive evidence that Leyva had actually used such language to Lori Irish, though her faxes claim he did.

we had sent a letter over requesting information about the sale, which they said they had no knowledge or information. They said the only thing that Ms. Irish had told them when they (sic) [she] instructed them to meet with me was to give me the name, handwritten on a yellow piece of paper, the name of Mark Cleveland. When I asked them who Mark Cleveland was, they didn't know. They just said that was all the information that they were given by her to give to us and that they didn't know anything else.

Wright's testimony is quite similar.

Q (By Ms. JORGENSON) When did you first hear that the company was sold?
A (Witness WRIGHT) Mr. Sala told me.
Q You first heard of the company being sold from --
A The union.
Q -- James Sala?
A Yeah.
Q Okay.

MS. JORGENSON: And, for the record, the witness is pointing at James Sala of the Regional Council.

Q BY MS. JORGENSON: When did this happen?
A Well, the union had a meeting or was going to have a meeting with the company, the new owner, and I thought it was a grievance thing, right. I didn't know that she was here -- he was here to negotiate with the new owner of so-called Advanced Metals. So, when we came into the meeting, he was telling me about it and at that time, I knew nothing about it and I had nothing to say about it, and so he just said the meeting's over. That's the first time I heard about it.

* * *

Q Did you ask her whether or not the company had been sold?
A Yeah.
Q And what did she say?
A Nothing.
Q She gave you no response?
A No. No response at all.
Q When did you ask her that?
A Right after. The next day actually, because she had left when the union came out. She didn't want to talk to Juan or to him himself, right, so she just said I'll just leave and you can go in there. Well, I thought it was just a thing for a grievance. I didn't know that she had sent the union a letter saying she had sold the company, but that's the first day I found out about it.
Q Did you -- did you ever hear the name Mark Cleveland?
A In that meeting I did.
Q And how was it that you first heard the name Mark Cleveland?
A Well, Mr. Sala asked for the owner's name and the only one other guy in the office, in that little office that we were in, gave him the name.
Q And who was that guy?
A Jim Maher I think it was.
Q And what did Mr. Maher say when --
A Her yes man.
Q No. I'm sorry?
A He didn't actually say anything. You know, he [Sala] asked him, you know, who's the new owner, and he [Maher] popped out that name.

Clearly, Wright knew nothing about what was happening. He had only learned of the meeting moments before. And, although Maher didn't testify, the only thing he could offer was the name of the individual who had supposedly purchased some portion of the business. He said nothing further. And, Davis stood silent, apparently taking notes of what transpired.

It is reasonable to conclude that Lori Irish never intended to meet with the Union's representatives on December 16, despite her agreement to do so. Furthermore, those individuals she told to meet with the Union that day had little, if any, idea what they were supposed to do. The only person armed with any information was Maher, who provided the name of Mark Cleveland, but nothing more. Wright had no idea that Lori Irish had advised the Union that a sale had take place. He didn't learn that until January, when Lori Irish directed him and Dave Gillian to hand out paychecks for separate companies.

According to Wright, the first time he actually asked Lori Irish if the Company had been sold was on December 17. His question was triggered by the strange meeting of the day before where he had first heard that assertion from the Union. Wright testified she did not respond. He heard nothing more until a payday in January 2006 when she handed Dave Gillian paychecks from a company called "Advanced Metals" to be distributed to the shop staff. Similarly, Joe King remembers that he found himself suddenly employed by Advanced Metals the moment he received a paycheck bearing that name in January 2006. Until then he had been receiving paychecks from Advanced Architectural Metals. He never filled out an application for Advanced Metals nor had he been asked to fill out new W-4 or I-9 forms as a new employer might require.

King testified:

Q Is there a -- how did you come to understand that you were working for a different company?

A She called us together one afternoon -- Lori Irish called --

Q Do you recall the date?

A Not offhand, no, I don't.

Q Do you recall -- well, was this about two months ago?

A Yes.

Q This is when --

A About two months ago, yeah, she -- it might have been a little longer than that -- she called us together and after hours, after it was time for us to go home, and, in order to get our paychecks, she told us that she had warned us in the past that she was going -- that she wasn't making no money, that she was going to sell the manufacturing portion of the company, and so she said I did sell it. So --

Q What else did she say?

A She said you will -- the person I sold it to wants to keep all the money the same it is now, except he's not union, so he doesn't want the union, and that we will have to -- that she is going to look for insurance for us, look into it.

Q And did she give a name of this buyer?

A No, she did not.

Q And did the check you received that day say Advanced Metals?

A Yes. It was a handwritten check.

Q A countercheck for the record?

A Well, yes, it was more or less a countercheck.

JUDGE KENNEDY: Well, a countercheck doesn't have anybody's name on it. It --

THE WITNESS: No. It -- I'm sorry, sir. It did say Advanced -- it was written on the top

saying Advanced Metals.

JUDGE KENNEDY: So she had -- the name of the account was handwritten?

THE WITNESS: I believe so. I believe I gave copies of that to the union --

JUDGE KENNEDY: Okay.

THE WITNESS: -- that same day.

JUDGE KENNEDY: Okay.

Q BY MR. SCHOCHET: At that time, you were reporting to Lori Irish, correct?

A Yes.

Q Okay. And you said that this meeting was held before she would give you your paychecks?

A Well, yeah. She gathered us all together and we either had to listen to her or we didn't get paid.

Q Well, in order to establish the day that it happened, what day of the week do you get paid?

A On Fridays.

Q And do you get paid weekly?

A Yes.

Wright generally agrees. Remember, Wright was/is the project or field manager in charge of installing the finished project on the customer's construction site. He testified that on a Friday in January 2006, Lori Irish called him and fabrication foreman Dave Gillian to her office. He testified she gave him one stack of paychecks and Gillian the other. Wright:

Q Did you ever ask her again whether she had sold the company?

A No.

Q So the next time you discussed the sale of the company with Ms. Irish was when she gave you the checks?

A And I didn't discuss anything with her. She just called us in like, maybe, five or ten minutes before payroll was due to be handed out and she gave me a set of checks and gave him a set of checks and then we contacted the union and they were already there when we got ready to pass the checks. I didn't discuss nothing with her about the sale of the company. I didn't even -- it wasn't none of my business.

Q As closely as you can recall, what was it that she said to you when she gave you these checks?

A I told you I ~~wasn't~~ [was] going to do that. You know, what I mean? She ~~wasn't~~ [was] going to do that. You know, what I mean? She said, you know, I told him I was going to do that, but she was talking about the union. She already told the union she was going to send them a letter or something. (Strike-through and bracketed words are transcript corrections.)

Q She said this to you --

A Yeah.

Q -- when she handed you the checks?

A Uh huh.

Q Can you recall her saying anything else?

A No.

Q Did she say who had bought the company?

A No.

Q And she said that she had sold the company, is that right? She, Lori Irish, had sold the company?

A They sold the company. I don't remember if she said she or what. They just said they sold the company.

Q And you recall this meeting being about a month ago, is that right?

A Yeah. It --

Q Or sometime earlier this year?

A Yeah. It was before all that other took place.

Q All right. Did anything else -- was there any other meeting that day regarding he sale of the company?

A I don't believe so, no.

Q Okay. Did you attend any meeting where Lori Irish announced to the employees that she had sold the company?

A That -- that very evening in which she gave us the checks she got mad because the union was there, too, right, and I was out passing out the checks. She come out of the office and then she told everybody then.

Q And what did she say at that time?

A Really, I didn't even pay any attention to her. I couldn't tell you because I was -- I was actually talking to one of the union guys. I wasn't even listening to her.

The upshot of all this is that on December 2, 2005 Lori Irish seemed to tell the Union that Respondent was getting out of the manufacturing business. This triggered the Union's demand of December 6 for information and to bargain over the effects of Respondent's decision. The meeting scheduled for January 16, 2006 was aborted when Lori Irish would not meet with Sala so long as business agent Leyva was a participant. She left matters in the hands of the uninformed Wright and the mysterious Maher, neither of whom really had any idea what had gone before or what they were to do. Maher did provide the name of the putative buyer, but no contact information concerning him. A few weeks later in January 2006, Lori Irish caused paychecks from a previously unknown entity to be delivered to the shop employees. Her explanation at the time was of marginal utility, saying that she had told the employees if they didn't help her with her perceived union problems, she was going to sell the business and since they had not done so she had carried out her threat. Even so, beyond the new paychecks, there is little explanation about which portion of the business had been sold – or even if a bona fide sale had occurred. Mark Cleveland remains unknown to anyone and the business continues to run as it did before, except for the Advanced Metals paychecks going to the shop employees rather than checks from Advanced Architectural Metals. As late as the morning of the hearing, Lori Irish seemed to still be the boss of the shop. King gave testimony that Ms. Irish was still making threats from that capacity on the day of the hearing, March 22, 2006, despite her advising me 2 weeks earlier that she had quit.

Section 8(a)(5) Analysis

As noted earlier, the complaint asserts that Respondent violated §8(a)(5) in two different ways, although each has a few subsets. First, it refused to provide certain information relevant to the Union's performance of its representational obligation. This relates to Sala's letter of December 6, 2005, triggered by Respondent's fax of December 2. In the letter, Sala asked for the name and contact information of the buyer, a copy of the sales agreement, and background information about the buyer. Second, he demanded to meet to bargain over the effects the sale would have on the bargaining unit employees. This resulted in the events of December 16,

where Lori Irish, after agreeing to do so, refused to meet with Sala and Leyva. In addition, Lori Irish assigned individuals to meet with the union representatives who were unaware of the meeting's purpose, both the turnover of the requested information and effects bargaining. As a result, under the theory of the complaint, Respondent failed to bargain in good faith over the effects of the sale; indeed, the circumstances resulted in the Union not learning any of the details of the sale. Without those details – such as when and whether the business had been entirely sold, or only partially – the Union wouldn't know where to start insofar as effects were concerned.

There is no question that Lori Irish refused to describe the sale to the Union in any detail. None of her correspondence clearly stated what it was doing. Her scrawled note faxed to the Union on December 2 lacked any detail. Her operative words were "AAM has previously notified you that it is getting out of manufacturing." She then referred to new owners, without saying anything specific: "My understanding is new owners (they might just liquidate equipment, if they manufacture are obligated to neg. with you but do not assume union contract." This is hardly a declarative sentence describing what is happening. She then concludes by asserting the Union has run Respondent out of 'manufacturing.' I think one might make an educated guess that she was saying Respondent was getting out of the manufacturing side of the business, but that is not clear-cut. There is the imprecise reference to 'new owners,' so a sale might be inferred. Nevertheless, the details were missing. Ms. Irish did not specify an operative date, did not specify who the buyer was, did not describe the manner in which 'AAM' was leaving manufacturing and used the occasion to take a slap at the Union.

The Union, quite properly, sought to clarify what Lori Irish was trying to say. It did so in its December 6 letter. Instead of responding transparently, Lori Irish obfuscated in each of the letters she wrote thereafter. She never replied with the name of the buyer and the means by which the Union could contact him. She never released the sales agreement (though she may have been within her rights to redact much of it). The only thing she did was to agree to a meeting at 8 a.m. on December 16. She learned quickly that Sala wanted Leyva to be present and immediately decided she would not be there if Leyva was. Accordingly, she balked. Having decided she would not attend, she took no further steps to prepare anyone else for the meeting. In fact, Wright may have been a good choice since he was used to dealing with the Union on routine matters. Yet she did not bring Wright up to speed. In fact, she wouldn't even acknowledge the 'sale' to him the following day when he asked her to confirm what Sala had said. The only thing she did to prepare for the meeting was to give a sheet of paper to Maher and tell him to give it to the Union if they asked who had bought whatever had been sold.

At this point, I think it is fair to observe that there is currently no proof that a bona fide sale has ever occurred. The only evidence supporting this claim is Ms. Irish's December 2 fax, and the distribution of paychecks with a new company name to the manufacturing employees. No buyer has ever appeared at the facility. The purported buyer, Mark Cleveland, is an unknown person. Indeed, despite her statements to me and in the letters to the associate chief judge in which she says she has quit, on the day of the hearing she was observed at the facility in her usual capacity. Frankly, whether a bona fide sale has actually occurred must be doubted. Surely, the buyer of a supposedly failing business (which Ms. Irish has asserted Respondent is) would not remain invisible and allow the person who was in charge during the failure remain in charge. That might well mean spending good money after bad.

Despite that question, Respondent remains obligated by the good faith bargaining obligation imposed by §8(d) of the Act to first to provide the requested information and second, to bargain over the effects of whatever business decision had been made. Lori Irish had made the assertion that some sort of transfer had taken place and new people were in charge. Respondent was obligated to spell out and provide any missing information the Union needed in order to perform its job of representing employees. See generally, *NLRB v. Acme Industrial*

Co., 385 U.S. 432 (1967). Also *Curtiss-Wright Corp. v. NLRB*, 347 F.2d 61 (3d Cir. 1965), enfg. 145 NLRB 152 (1963). Similarly, in the event of a closure or transfer of the business (whether by sale or other means), the employee representative is entitled to learn how that change will affect employees and determine if the impact is severe enough to require bargaining over the effects of the transfer. *Transmarine Navigation Corp.*, 170 NLRB 389 (1968); *W.R. Grace Co*., 230 NLRB 617, 619 (1977). In *Transmarine*, the Board noted language in the Ninth Circuit's remand (380 F.2d 933) where it said: "it is clear that the Company, by withholding information from the union of its decision to terminate the Los Angeles operations, deterred the union from bargaining over the effects of the shutdown on the employees." The court, in reaching that decision, relied upon *NLRB v. Rapid Bindery, Inc*., 293 F.2d 170 (2d Cir. 1961); *NLRB v. Royal Plating and Polishing Co.*, 350 F.2d 191 (3rd Cir. 1965); *NLRB v. Winn-Dixie Stores, Inc.*, 361 F.2d 512 (5th Cir. 1966). It also cited *NLRB v. Lewis*, 246 F.2d 886 (9th Cir. 1957), saying, "Such bargaining over the 'effects' of the decision on the displaced employees may cover such subjects as severance pay, vacation pay, seniority, and pensions, among others, which are necessarily of particular importance and relevance to the employees. *Royal Plating and Polishing Co.*, supra, 350 F.2d at 196." The Supreme Court later held, in a case involving partial closing: "[t]here is no doubt that [the employer] was under a duty to bargain about the results or effects of its decision" to close part of its operations. *First National Maintenance Corp. v. NLRB*, 452 U.S. 666 at 677, n. 15 (1981). It, too, cited *Royal Plating*, supra. I have no difficulty in concluding, on the facts recited here, that Respondent had an obligation to bargain in good faith with the Union concerning the effects upon its employees of whatever business cessation it had announced. Its failure to do so violated §8(a)(5) and (1) of the Act as alleged. This is so whether based upon Lori Irish's walking away from the meeting or because she failed to imbue those she left to deal with the Union with any knowledge or authority to address and rectify the problem. *Health Care Services Group*, 331 NLRB 333 (2000); *Atlanta Hilton & Tower*, 271 NLRB 1600 (1984).

Based upon the foregoing findings of fact, legal analysis, and the record as a whole I hereby make the following

Conclusions of Law

1. Respondent is an employer engaged in an industry affecting commerce within the meaning of §2(2), (6) and (7) of the Act.

2. The Union is a labor organization within the meaning of §2(5) of the Act.

3. At material times the Union is, and has been since 1997, the exclusive representative of Respondent's employees for the purpose of collective bargaining as defined by §9(a) of the Act in two separate units appropriate for collective bargaining.

4. Acting through Lori Irish, in September 2005 and at other times during the 6 month period preceding the filing of the unfair labor practice charges, Respondent has interfered with, restrained and coerced its employees with regard to their right to refrain from activities set forth in §7 of the Act, thereby violating §8(a)(1) of the Act, by engaging in the following conduct:

- Ordering employees, contrary to their wishes, to communicate to Carpenters Local 1780, affiliated with Southwest Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America, to tell it to organize Respondent's non-union competitors, and if its employees did not do so, Respondent would close its business.
- Interrogating its employees to determine if they had carried the order described above.

5. Respondent's faxed notice to the Union on December 2, 2005 triggered an obligation under §8(a)(5) and §8(d) to bargain in good faith over the effects of the changes set forth in that notice.

6. The Union's demand for information concerning the changes Respondent had announced and the Union's demand for information concerning the details of the change were relevant to collective bargaining and to its duty to represent the employees in both bargaining units.

7. Respondent's faxed notice to the Union on December 2, 2005 triggered an obligation under §8(a)(5) and §8(d) to bargain in good faith over the effects of the changes set forth in that notice.

8. Respondent breached §8(a)(5) and (1) of the Act when beginning on December 6, 2005, it failed and refused to supply the requested information which concerned the nature of the purported sale of all or part of the business, the purchase and sale agreement, the name of the purchaser, and the means by which the purchaser could be contacted.

9. Respondent breached §8(a)(5) and (1) of the Act when, on December 16, 2005, it refused to bargain over the effects the purported sale would have on employees represented by the Union.

Based on the foregoing findings of fact and conclusions of law and the stipulated record, I issue the following recommended: [7]

ORDER

Respondent, Advanced Architectural Metals, Inc., Las Vegas, Nevada, its officers, agents, successors, and assigns, shall

1. Cease and desist from

a. Ordering employees, contrary to their wishes, to communicate to Carpenters Local 1780, affiliated with Southwest Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America, to tell it to organize Respondent's non-union competitors, and if the employees did not do so, Respondent would close its business.

b. Interrogating its employees to determine if they had carried out the order described in a. above.

c. Failing and refusing to supply the information requested by Carpenters Local 1780, affiliated with Southwest Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America concerning the nature of the purported sale of all or part of its business, including the purchase and sale agreement, the name of the purchaser, and the means by which the purchaser could be contacted.

d. Refusing to bargain over the effects the purported sale would have on employees represented by the Union.

e. In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by §7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

a. Immediately provide to the Union the information it requested in its letter of December 6, 2005.

b. Bargain in good faith with the Union concerning the effects the transaction, which

[7] If no exceptions are filed as provided by § 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in § 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

Respondent described in its December 2, 2005 fax to the Union, may have upon its employees represented by the Union.

c. Within 14 days after service by the Region post at its business in Las Vegas, Nevada, copies of the attached notice marked "Appendix."[8] Copies of the notice, on forms provided by the Regional Director for Region 28 after being signed by Respondent's authorized representative, shall be posted by Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, Respondent has gone out of business or closed the facility involved in these proceedings, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent at any time since December 6, 2005.

d. Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps Respondent has taken to comply.

Dated, Washington, D.C., May 15, 2006.

James M. Kennedy
Administrative Law Judge

[8] If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

"Appendix"

Notice to Employees
Posted By Order of the
National Labor Relations Board

An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT order you, contrary to your wishes, to instruct **Carpenters Local 1780** to go along with our demands rather than follow its own policies. Additionally, **WE WILL NOT** threaten to close our business if you do not contact the Union on our behalf.

WE WILL NOT interrogate you to determine if you have carried out our orders to give instructions to the Union.

WE WILL NOT fail or refuse to provide information relevant to collective bargaining and relevant to your representation by **Carpenters Local 1780**.

WE WILL NOT refuse to bargain collectively with the Union concerning the effects of changes to your working conditions in the event all or any part of the business is transferred to other owners.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by federal law.

WE WILL provide the information the Union sought in its December 6, 2005 letter to us concerning our advising them that some of our business had been sold to new owners. The information will include the purchase and sale agreement, the name of the purchaser, and the means by which the purchaser can be contacted.

WE WILL collectively bargain in good faith with **Carpenters Local 1780, affiliated with Southwest Regional Council of Carpenters, United Brotherhood of Carpenters & Joiners of America** concerning changes to your working conditions which would reasonably be expected to occur in the event any or all of our business is transferred to new owners.

ADVANCED ARCHITECTURAL METALS, INC

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Resident Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

600 Las Vegas Boulevard South -- Suite 400, Las Vegas, Nevada 89101-6637

(702) 388-6416 Hours: 8:30 a.m. to 5:00 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE RESIDENT OFFICE'S COMPLIANCE COORDINATOR (702) 388-6416.